

**IN THE CHANCERY COURT FOR SULLIVAN COUNTY, TENNESSEE
SECOND JUDICIAL DISTRICT AT BLOUNTVILLE**

**STATE OF TENNESSEE, *ex rel.*
PAUL G. SUMMERS, ATTORNEY
GENERAL,**

Plaintiff,

v.

**GINA DE'LYNN HODGES PRICE,
JEFFREY ADAM PRICE, WILLIAM DOUG
PICKEL, and ALLISON PAGE BAIRD,
individually and collectively doing business
as **REBEL RIDGE KENNELS, CSA
BULLDOGS, and CONFEDERATE SANDS,**
Defendants.**

No. _____

Chancellor Richard E. Ladd

**STATE OF TENNESSEE'S MOTION FOR TEMPORARY INJUNCTION WITH ASSET
FREEZE, APPOINTMENT OF TEMPORARY RECEIVER AND OTHER EQUITABLE
RELIEF**

Comes now the State of Tennessee, through its Attorney General, Paul G. Summers, and moves this Court, for good cause shown and in the public interest, pursuant to Tenn. Code Ann. § 47-18-108 for a motion for temporary injunction. As grounds for the State's motion for a temporary injunction, this Court has express statutory authority to issue a temporary injunction against the Defendants under Tenn. Code Ann. § 47-18-108 (a)(1), and (b) which complement Tenn. R. Civ. P. 65 and Tenn. R. Civ. P. 66. The Court's grounds for appointing a receiver stem from the court's broad authority to make consumers whole in Tenn. Code Ann. § 47-18-108(b). Because the state is specifically authorized by statute to seek temporary injunctions for violations of the Consumer

Protection Act, the State does not have to prove irreparable injury or an inadequate legal remedy. However, as evidenced in the supporting exhibits attached hereto and the Verified Complaint, both could be shown here. Defendants should be enjoined from their unfair and deceptive, unlawful activity described in the Verified Complaint, evidenced below, and shown in the exhibits themselves to restore the integrity of the marketplace and to protect consumers. The State relies on exhibits one through ninety-five which are attached to and incorporated into this Motion.

Among the Defendants' unlawful conduct which are grounds for this Motion, Defendants have (1) misrepresented the health of the puppies they sell and in the most egregious cases have shipped puppies that have died or had to be euthanized shortly after delivery, (2) misrepresented that the kennel has been formally inspected and that it "passed with flying colors," (3) misrepresented the registration status of the puppies, (4) misrepresented the problems both the Defendants and the airlines have had with shipping, and (5) misrepresented the dog's country of origin. The following unfair and deceptive practices have also been executed with the Defendants' complicity, participation, or at the Defendants' direction: (1) backdating birth dates on the puppy's shot record passport in order to ship puppies that would otherwise be too young for shipment, (2) encouraging consumers to register a puppy with another dog's paperwork, (3) not sending consumers the paperwork that they paid for, and (4) falsely listing former members of the Bulldog Club of America who have never imported bulldogs from Eastern Europe as the owners on Export Pedigree Certificates.

Further, pursuant to Tenn. Code Ann. § 47-18-108(a)(4), the State is not required to

post a bond for the issuance of any injunction.

Based on the unlawful conduct described in the Verified Complaint and this motion, the State of Tennessee (“State”), by and through Attorney General Paul G. Summers (“Attorney General”), and at the request of the Division of Consumer Affairs of the Department of Commerce and Insurance, moves this Court pursuant to Section 47-18-108(a) of the Tennessee Consumer Protection Act of 1977,¹ the Attorney General’s general statutory authority in Tenn. Code Ann. §8-6-109, and the Attorney General’s authority at common law for a statutory injunction temporarily enjoining Defendants from engaging, directly or indirectly, in any acts which are unfair or deceptive to consumers, including, but not limited to, the following:

- (1) Representing, directly and by implication, that a puppy is healthy, in good health, or a term or phrase of similar import at delivery or otherwise, when this is not true.
- (2) Representing, directly or by implication, that a “health guarantee” is a binding contract, when that is not true.
- (3) Requiring consumers to ship the dead body of the puppy back as a condition of a refund or replacement when that condition is not clearly and conspicuously disclosed to consumers or contracted for by consumers.
- (4) Representing, directly or by implication, that the puppies undergo a thorough medical examination prior to delivery, when this is not true.
- (5) Shipping puppies with the health certificate of another puppy.
- (6) Representing, directly or by implication, that the puppies have been

¹ Tenn. Code Ann. § 47-18-101 *et seq.*

dewormed, when that is not true.

(7) Representing, directly or by implication, that the deworming process protects against more parasites or worms than it actually does.

(8) Representing, directly or by implication, that neither Defendants nor the airlines Defendants use have had shipping problems, when this is not true.

(9) Representing, directly or by implication, that the puppies stay at least ten (10) days at Rebel Ridge Kennels, when this is not true.

(10) Representing, directly or by implication, that a puppy is house-broken, when this is not true.

(11) Representing, directly or by implication, that Defendants' kennel is incorporated (in whatever form) and registered with the Secretary of State's office, when this is not true.

(12) Representing, directly or by implication, that Defendants' kennel has been inspected and that it passed with flying colors, or terms or phrases of similar import, when this is not true.

(13) Representing, directly or by implication, that Defendants are able to shift attorney's fees without qualifying language.

(14) Representing, directly or by implication, that the consumers' agreement with Defendants includes materials, terms, and conditions never seen by consumers or agreed to by the consumer.

(15) Representing, directly or by implication, that puppies are AKC registered, which specifically includes, but is not limited to, use of the term

“AKC Reg” or a term or phrase of similar import, when this is not true.

(16) Representing, directly or by implication, that paperwork will be on hand or otherwise available and sent with the puppy, when this is not true.

(17) Representing, directly or by implication, that consumers will receive proof of the puppy’s pureblood status, when this is not true.

(18) Sending consumers who paid two-hundred dollars (\$200) extra for registration papers, paperwork that is inaccurate, incomplete, or that otherwise cannot be used to legitimately register puppies with such entities as the AKC.

(19) Representing, directly or by implication, that the Defendants keep the information of the consumers and the puppies sold on file, when this is not true.

(20) Representing, directly or by implication, that imported puppies are not imported.

(21) Failing to disclose whether a statement, term, or condition applies only to the kennel’s domestically-raised puppies prior to purchase.

(22) Delivering a puppy other than the puppy a consumer chose without the consumer’s prior written consent.

(23) Representing directly or by implication that a puppy is for sale that has already been sold to another consumer.

(24) Falsely registering, tattooing, or permanently identifying a puppy with the identification documents belonging to another puppy or encouraging consumers to falsely register, tattoo, or permanently identify a puppy with the identification documents belonging to another puppy.

(25) Representing directly or by implication that the puppies at Defendants’

kennel are of a specific age at shipment when that is not true.

(26) Representing, directly or by implication, that a puppy has a particular birth date when the puppy has another birth date or Defendants do not know the puppy's actual birth date.

(27) Representing, directly or by implication, that a consumer will receive proof of vaccinations with the purchase of a puppy, when this is not true.

(28) Falsely listing owner names on export pedigree certificates.

(29) Representing, either directly or by implication, that Defendants have never had any problems with having any of their puppies registered, when that is not true.

(30) Representing, either directly or by implication, that Defendants do not buy from overseas brokers when this is not true.

(31) Representing, either directly or by implication, that Defendants kennel has been approved or endorsed by a governmental entity or a non-profit entity, when that is not true.

(32) Failing to clearly and conspicuously disclose all of the conditions and terms of a refund or guarantee policy.

(33) Representing, either directly or by implication, that puppies have specific parents or lineages that they do not have.

(34) Delivering puppies that are known to be or reasonably should have been known to be unhealthy or with hereditary health problems without affirmatively disclosing to consumers prior to purchase that the puppies are unhealthy or have hereditary health problems.

(35) Engaging in any act in violation of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.*, particularly, Tenn Code Ann. §§ 47

(a),(b)(2), (3), (4), (5), (7), (9), (12), (22), and (27).

(36) Not properly maintaining business records.

(37) Disposing or throwing-away business records.

The State also moves for the appointment of a temporary receiver, to obviate the threat of destruction of business records, the liquidation of assets, and other non-compliance with any temporary injunction issued, whose costs and expenses are to be borne by the Defendants. The State also moves that any temporary receiver appointed have the ability to locate any and all of assets the Defendants use in the course of the business.

Further, the State moves that Defendants be temporarily enjoined from liquidating hard assets such as any real or personal property owned by the Defendants which the Defendants use in the operation of their business, whether the property is in Tennessee or elsewhere, and from the withdrawal of any amount other than that reasonably necessary to feed, water, provide health care, or maintain hygiene of the puppies remaining at the kennel or that which is otherwise reasonably necessary for Defendants as determined by the temporary receiver from any bank account Defendants use in the course of their business.

In support of this Motion, the State relies upon the contemporaneously filed Memorandum of Facts and Law in Support of Motion for Temporary Injunction, the Verified Complaint and the exhibits attached to this Motion. As more fully set forth in these documents, the operation of Defendants' kennel is permeated with unlawful commercial conduct that has come at the expense of numerous consumers.

THIS IS THE FIRST APPLICATION FOR EXTRAORDINARY RELIEF FILED BY THE PLAINTIFF IN THIS CASE.

Respectfully submitted by:

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